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Audit Office, Staff	\$8,488
Salary of Auditor	6,900
Extra Copying clerks in, say, 6 departments, at \$480 each...	2,880
Contribution to cost of Comptrol- ler General's establishment,	1,300

bury working of the present Department, I do not think that even the less objectionable scheme of a local Audit carried on by an independent Auditor (which, I admit, seems to promise some advantages) would justify so considerable an annual expenditure.

A. LISTER,
Acting Colonial Secretary.
Hongkong, 14th November, 1889.

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Minute by the Governor.

I fully concur in the views expressed by

the Secretary of State on two points:—(1) as to the expediency of having a Local Auditor, apart from the Colonial Secretary, the proper duties of the latter being those of a good efficient local secretary; and (2) as to the advantage of providing for another audit of accounts which is entirely independent of the local Government.

But as regards (1) the Local Auditor, I think the Member that a salary of £3,000 to £3,500 is not nearly sufficient, as such an officer should in my opinion be one of the highest in the Government. And on the subject of (2) the independent audit, I much regret that I have not, as I have promised to do, been able to send by my next despatch No. 114 of the 30th of March, that the return to the system of forwarding all accounts for Audit in England would be a costly mistake, and that the object desired might be more cheaply but much more expensively and with more effective

While for this reason I trust that the Secretary of State may yet be inclined to alter his views, I do not feel justified in further pressing complaints with his instructions; and I therefore desire that there be placed on the Estimates a lump sum of \$1,000,000 for Audit.

G. WILLIAM DES VOREUX.
22nd November, 1889.

SUPREME COURT.
IN SUMMARY JURISDICTION.
(Before Mr. A. G. Wilde, Acting Puisne Judge.)
Wednesday, Nov. 27.

SAMUEL C. BRANTZ v. A. DIEPHTH AN ACCOR.

THIS was a claim for \$25 alleged to be due as brokerage. Mr. Webster appeared for the plaintiff, and Mr. Brantz conducted

Mr. Webster said the claim was for brokerage due on 25 "short" shares and 28 "Docks" shares, the plaintiff or the defendant's account.

Joseph Samuel, the plaintiff, said—I am a broker and have acted as broker for defendant. I received instructions from him to sell 25 Warrants and 28 Docks. I sold them; the brokerage is \$25. I told him to pay for the 25 Warrants and 28 Docks. He refused to pay. I said we go to court.

Mr. Drude. The charge in each case, is 50 cents per share. That is a fair charge.

By Mr. Brundet—It was a time contract, for the end of August. I don't know if the shares were taken delivery of by the plaintiff or not. Give us the facts. In the August statement there were some Burke and some Louisa. These were settled by Burke and Louisa as per your order. I did not ask Mr. Drude at that time to pay me brokerage on these shares, because you promised me

He was said to Wang Lu Shi and the Dutch were said to Mr Sudika. I asked you if the brokerage on these shares, and the answer you gave me was to put me off.

His Lordship asked Mr Brandt if he was going to prove that he paid this brokerage to Mr Brandt.

Mr Brandt said he was going to prove that the brokerage was waived.

Cross-examination continued.—I went to your office on 10th September about some Sugar shares for the end of October.

He asked for a letter of guarantee from you, which I had brought from you only 25 October.

Mr Brandt instead £50 so the contract was stated.

His Lordship said he did not know where Mr Brandt was driving at.

Mr Brandt said that on the 10th September he plaintiff came to see him about the shares.

He said that he was not going to pay the brokerage and the defendant said he would take a very difficult position to make up his

There was a loss of about \$800 on the shares at that time and the plaintiff began to cryed him to take \$250 on account of his transaction. He had not the cash to do so, and he asked the defendant to advance it. When that was refused he said to the defendant that it finished all transactions between them, and the defendant said it did not. In two occasions after that the defendant advanced him an opportunity for deducting its brokerage he now claimed, but did not do so.

Mr Samuel, in further cross-examination, stated that on the occasion in question it was stated that everything was clear between them except this brokerage, and that the reason why he did not deduct the amount was because the defendant was afterwards promised to pay him that separately.

Mr Brandt said broker of the plaintiff's firm always were not in the habit of carrying over from one month to another a debit of this kind from one month to another, and that he had told the plaintiff

that she was sold by the plaintiff for the end of August, but contended that he afterwards waived his right to recover. He had made enquiries around that the man the slaves were sold to was a free man, and that he was with him for bringing him, a return man, home. "Well, I am taking my own best course," he said.

His Lordship said he agreed with the defendant that matters of this kind were not to be decided by the law, but by the own impression of the judge. There was an opinion about that brokers could not be recovered on a transaction which fell through like this one, but the plaintiff had succeeded in recovering by force in a similar case recently. And the defendant was not to be allowed to take advantage of it, and to say that the broker was not to be recovered, although the plaintiff had clearly succeeded in his thought in this case. There was

therefore be judgment for the \$25, with costs.

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In another case, the same plaintiff sued the same defendant for \$50 due on 50 Pounds, 50 China Sugars and 25 Lards. The defendant disputed part of the claim, and after hearing evidence his Lordship gave judgment for \$37, making no order as to costs.

